The court says, "Actual sales are the best evidence, but in the absence of such evidence bona fide offers to purchase for cash are some evidence of what the property would be reasonably worth. * * * * * The bona fides of an offer and the weight to be given it are for the jury. There ought to be great liberality in admitting evidence to enable the jury to correctly determine value, and we have permitted great freedom in receiving opinion evidence on that subject." The decision seems quite as liberal as any on the subject, and goes farther than many courts have seen fit to go. There are some decisions to the effect that the price actually paid for land, standing alone, is not competent evidence to prove value, even where the transaction is bona fide. *Anderson* v. *Knox,* 20 Ala. 156; *People* v. *Rushford,* 80 N. Y. Supp. 891. Likewise, offers to sell land at a certain figure are inadmissible except as involving the admission of the owner. *Houston* v. *Ry.,* 204 Pa. St. 321; *Sherlock* v. *Ry.,* 130 Ill. 403. But generally evidence of cash transactions is admissible to prove value; and decisions are not wanting that bona fide offers to purchase land are also competent. *Muller* v. *Ry.* 83 Cal. 240; *Faust* v. *Hosford,* 119 Ia. 97; *Cottrell* v. *Rogers,* 99 Tenn. 488; although this is denied in *Watson* v. *Ry. Co.,* 57 Wis. 332, and *Sharpe* v. *U. S.,* 191 U. S. 341. Whether the value of adjoining property is relevant and admissible as the basis of inference as to the value of the property in question is disputed. The following cases admit such evidence; *Culbertson Pack Co.* v. *Chicago,* 111 Ill. 651; *Hunt* v. *Boston,* 152 Mass. 168; *Washburn* v. *Ry. Co.,* 59 Wis. 364; *Hart* v. *Langan,* 144 N. Y. 653; *Norton* v. *Willis,* 73 Me. 580; *Cherokee* v. *Sioux City Lot Co.,* 52 Ia. 279. In the principal case there was no evidence of actual sales, and the testimony which the Supreme Court held admissible established only cash offers. These were in turn open to the objection that they were offers on adjacent property and not on the land in question, and the ruling of the court in admitting the evidence appears unusually liberal.

HUSBAND AND WIFE—CAN A WIFE RECOVER AGAINST HER HUSBAND FOR A PERSONAL TORT.—The Connecticut Married Woman's Act was construed to authorize an action by a wife against her husband for damages for an assault and battery and false imprisonment, although the act did not expressly authorize an action by a wife against her husband. *Brown* v. *Brown,* (Conn. 1914) 89 Atl. 889.

It would seem that this case stands alone. In *Thompson* v. *Thompson,* 218 U. S. 611, 30 L. R. A. N. S. 1153 a wife was denied the right to sue her husband for a tort, although the statute authorized married women "to sue separately for the recovery, security or protection of their property and for torts committed against them as fully as if they were unmarried." In accord are *Bandfield* v. *Bandfield,* 117 Mich. 80, 72 Am. St. Rep. 550; *Libby* v. *Berry,* 74 Me. 286, 43 Am. Rep. 589; *Main* v. *Main,* 46 Ill. App. 106, TIFFANY, DOM. REL. 74, declares that "the common law rule has been changed by statute so that a wife may maintain an action against her husband for a tort, in a few states," but no cases are cited. *Peters* v. *Peters,* 156 Cal. 32, 23

L. R. A. N. S. 699 refused a husband a right of action for a personal tort committed by his wife. See 16 VA. L. REG. 856; 72 CENT. L. J. 75, 272; 9 MICH. L. REV. 440.

INSURANCE—ASSIGNMENT OF POLICY GOVERNED BY WHAT LAW.—A life insurance policy issued in Wisconsin to a resident of North Dakota expressly provided that the contract was to be considered as having been made and to be performed in Wisconsin. The wife of the assured was named as beneficiary. The assured made an assignment of the policy in in Minnesota without the consent of the beneficiary. Under the laws of Minnesota the policy belonged to the beneficiary and her rights could not be cut off by such an assignment. Under the law of Wisconsin the policy was the property of the assured and could not be assigned by him so as to defeat the rights of the beneficiary. *Held,* the law of Wisconsin governed the assignment and the assignee was entitled to the policy. *Northwestern Mutual Life Ins. Co.* v. *Adams,* (Wis. 1913) 144 N. W. 1108.

As a general rule the validity of the assignment of choses in action, like that of the transfer of other personal property, is determined by the law of the place of assignment, *May* v. *Wannermacher,* 111 Mass. 202, MINOR, CONFLICT OF LAWS, § 122. The same rule has been applied to life insurance policies. The assignment is considered as a separate contract from the original contract of insurance and is governed by the law of the place where the assignment was made without reference to the law governing the original contract. *Union Central Life Ins. Co.* v. *Wood,* 11 Ind. App. 335, 37 N. E. 180; *Spencer* v. *Myers,* 150 N. Y. 269, 34 L. R. A. 175; *Russell* v *Grigsby,* 168 Fed. 577; *Miller* v. *Manhattan Life Ins. Co.,* 110 La. Ann. 651, 34 So. 723. In some cases, where the question has arisen in the state where the original contract was made and to be performed, the courts have applied their own law but whether as the lex fori or the lex loci contractus is not clear, *Barry* v. *Equitable Life Ins. Soc.,* 59 N. Y. 567. But all of these cases involved the validity of the assignment as such, and are to be distinguished from the principal case, where the question was as to the rights under the policy which could be transferred by the assignment. The Wisconsin law governing the rights of an insured in the policy is peculiar, *Clark* v. *Durand,* 12 Wis. 233; *Armstrong* v. *Blanchard,* 150 Wis. 131, 156 N. W. 145. While the Wisconsin court was passing upon its own contract, and it is difficult to say to what extent it was influenced by the policy of the forum, the decision would seem to be sound. The right of the insured to make an assignment so as to defeat the rights of the beneficiary would seem to be a part of the obligation of the contract of insurance and to be governed by whatever law the parties intended, MINOR, CONFLICT OF LAWS, § 181. In the absence of more express evidence of the intent of the parties the law of the place of performance is usually presumed to have been intended by them to determine the obligations under the contract. Rights once vested under this law ought not be disturbed by future transactions elsewhere. See also notes in 87 Am. St. Rep. 513 and 63 L. R. A. 958.